

01-R-0142

Entered - 11-14/00 - sb
CL 00L0697 - ALEXIS HOLMES

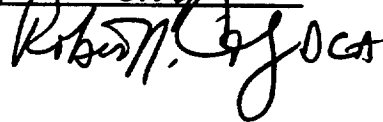
CLAIM OF: LAVONIA CONNOR
Through her Attorneys
Gary Leshaw & Associates
755 Commerce Drive
Suite 800
Decatur, Georgia 30030-2627

For damages alleged to have been sustained as a result of the City proceeding to cancel a contract to rehabilitate her property on October 30, 2000 at 230 Ormond Street.

THIS ADVERSED REPORT IS APPROVED

BY:


ROSALIND RUBENS NEWELL
DEPUTY CITY ATTORNEY



DEPARTMENT OF LAW - CLAIM INVESTIGATION SUMMARY

Claim No. 00L0697

Date: 1/18/01

Claimant /Victim LAVONIA CONNOR

BY: (Atty) Gary Leshaw & Associated

Address: 755 Commerce Drive, Suite 800, Decatur, Georgia 30030-2627

Subrogation: Claim for Property damage \$ 38,296.50 **Bodily Injury \$** _____

Date of Notice: 11/13/00 **Method:** Written, proper X Improper _____

Conforms to Notice: O.C.G.A. §36-33-5 X Ante Litem (6 Mo.) X

Date of Occurrence 10/30/00 **Place:** 230 Ormond Street, SE Atlanta, Georgia 30315

Department: Development & Neighborhood Conservation Division: Empowerment Zone

Employee involved _____ **Disciplinary Action:** No

NATURE OF CLAIM: The claimant alleges that she sustained damages when the City proceeded to cancel a contract to rehabilitate her property. However, the claimant's attorney has formally filed a lawsuit against the City to resolve the issues raised in this claim.

INVESTIGATION:

Statements: City employee _____ Claimant _____ Other X Written _____ Oral _____
 Pictures _____ Diagrams _____ Reports: Police _____ Dept Report _____ Other _____
 Traffic citations issued: City Driver _____ Claimant Driver _____
 Citation disposition: City Driver _____ Claimant Driver _____

BASIS OF RECOMMENDATION:

Function: Governmental X Ministerial
Improper Notice More than Six Months Other X Damages reasonable
City not involved Offer rejected Compromise settlement
Repair/replacement by Ins. Co. Repair/replacement by City Forces
Claimant Negligent City Negligent Joint Claim Abandoned

Respectfully submitted,

Alexis Holmes
INVESTIGATOR - ALEXIS HOLMES

RECOMMENDATION:

Pay \$ Adverse ☒ Account charged: 1A01 2J01 2H01
Claims Manager: Concur/date 9/18/8 Committee Action: Council Action

FORM 23-61

GARY LESHAW & ASSOCIATES
ATTORNEYS AT LAW

Holmes
11/14/00
[Signature]

COMMERCE PLAZA
755 COMMERCE DRIVE
SUITE 800
DECATUR, GEORGIA 30030-2627
FAX: 404-601-4133

GARY LESHAW 404-601-4130

KAREN M. JACKSON 404-601-4131

TRAN LANKFORD 404-601-4132

ENTERED - 11-14-00 - SB
0010697 - ALEXIS HOLMES

November 10, 2000

Bill Campbell
Mayor, City of Atlanta
68 Mitchell Street, SW
Suite 4100
Atlanta, Georgia 30335-0332

Attn: Law Department

Dear Mayor Campbell:

I represent Lavonia Connor. Please consider this notice under O.C.G.A. §36-33-5 of Ms. Connor's intent to sue the City of Atlanta for the conduct described herein.

On April 21, 1998, Ms. Connor signed the necessary paperwork for a City of Atlanta and Atlanta Empowerment Zone Corp. housing rehabilitation loan in the sum of \$38,296.50. In connection with the loan, Ms. Connor signed a Note and a Security Deed to the City in the amount of the loan. The property for which the loan was granted, Ms. Connor's residence, is located at 230 Ormond Street, SE, Atlanta, GA 30315.

Under the terms of the loan, the City chose the contractor for Ms. Connor's house, Marvin Scott, Sr. Under the terms of the contract, Mr. Scott was to begin work by May 1, 1998 and complete work by July 3, 2000. When Mr. Scott did not begin work on time, Ms. Connor made a number of calls to the to the appropriate City officials. Ultimately, in August 1998, Mr. Scott appeared during two weeks and removed the roof and some flooring. He then disappeared. Ms. Connor refused to sign paperwork for him to get paid; nevertheless, the City paid him at least \$7,000.00.

For the next year and a half, Ms. Connor attempted to remedy the matter with various City officials including Brenda Scott, Philip Smith, Alexander Brown, and Tim Polk. By letter of October 30, 2000, Mr. Polk, the Deputy Commissioner of the Department of Planning, Development, and Neighborhood Conservation, informed Ms. Conner "we have

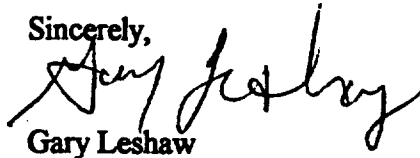
exhausted all efforts to rectify the rehabilitation problem of your property" and that "staff are in the process of canceling the project unless you are able to secure the other funds to complete the repairs of your home."

Earlier in October 2000, Ms. Connor received a letter from the same City Department informing her a hearing was scheduled before the In Rem Review Board to decide whether to demolish her house. Ms. Connor appeared at a meeting October 26, 2000 in this regard. When Ms. Connor explained the circumstances, she was asked to return to the next meeting November 30, 2000. Following the meeting of October 26, 2000, Ms. Connor proceeded to your office where she made a request to speak with you or a responsible City official about the matter. She has received no response to this request.

It is our position the City has breached its contract with Ms. Connor and has maintained a nuisance with respect to her property. Moreover, the threatened demolition constitutes an inverse condemnation of the property. Please consider this a demand for the sum of \$300,000.00.

Should I not hear from you, I will proceed to initiate a civil action against the appropriate parties.

Sincerely,



Gary Leshaw

:s

CERTIFIED MAIL NO. 7099 3220 0003 9604 1461